

**The U.S. General Services Administration invites you to bid  
on this valuable property in Tucson, Arizona!**

## **Tucson Railroad Spur**

GSA is pleased to announce the public sale of approximately 23.92 acres of vacant land located at 7560 East Valencia Road, Tucson, Arizona 85747.

### **Auction Summary**

Sale Type: **Online Auction**

Start Date: March 1, 2010

End Date: **Based on Bidding**

Minimum Opening Bid: **\$500,000.00**

Registration Deposit: **\$25,000.00**

Bid Increment: **\$50,000.00**

### **Send Bid Form and Registration Deposit to:**

U.S. General Services Administration  
Office of Real Property Utilization and  
Disposal (9PZ)  
450 Golden Gate Ave., 4th Floor East  
San Francisco, CA 94102-3434  
Attn: Rock A. Southward, Realty Officer

### **Property Disposal Web Page**

<https://propertydisposal.gsa.gov>  
Click on Arizona to view and download Property  
Sales information

### **Sales Information**

Rock A. Southward  
1-888-472-5263 (GSA-LAND), ext. 3437  
(415) 522-3437 or (415) 385-0776 mobile  
e-mail: Rock.Southward@gsa.gov

### **Inspection:**

The Property may be inspected at anytime.

### **Online Auction**

[www.auctionrp.com](http://www.auctionrp.com)

Register and submit your bid

### **Property Code 185**

### **Online Auction Assistance**

Gina Arias-Arrieta  
1-888-472-5263 (GSA-LAND), ext. 3431  
e-mail: gina.arias-arrieta@gsa.gov

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# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

The Property is a former railroad spur which was used to ship supplies and munitions to Davis-Monthan Air Force Base. It is located south of the Base at 7560 East Valencia Road in Tucson, Arizona 85747.

The railroad ties and tracks were removed in 2006. The surrounding land is mostly undeveloped.

Tucson is located 118 miles southeast of Phoenix and 60 miles north of the U.S. – Mexico border. It is the largest city in southern Arizona and the home to the University of Arizona.

## 2. SALE PARCEL DESCRIPTION

The Property consists of a long, narrow strip of land approximately 4,752 feet long and 217 feet wide. It begins at the former railroad crossing at 7560 E. Valencia Road, and ends at the Union Pacific Railroad tracks.

## 3. DRIVING DIRECTIONS

From the Tucson International Airport, turn Right on S. Tucson Blvd., go 0.97 mile, then turn Right on E. Valencia Road and go 6.50 miles to the Property.

## 4. LEGAL DESCRIPTION

All that portion of the east half of the west half of Section 17 and the northeast quarter of the northwest quarter of Section 20 of Township 15 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 17;

THENCE along the south line of said Section 17, South 89° 54' 18" East a distance of 651.40 feet;

THENCE continuing along said south line South 89° 53' 31" East a distance of 669.14 feet to the southwest corner of said east half of the west

half of Section 17; said point being the POINT OF BEGINNING;

THENCE North 00° 02' 23" West a distance of 600.02 feet;

THENCE North 89° 47' 46" East a distance of 176.26 feet;

THENCE North 17° 43' 26" East a distance of 2142.52 feet to a point on the north line of the southwest quarter of said Section 17;

THENCE North 17° 41' 35" East a distance of 916.92 feet;

THENCE North 17° 41' 46" East a distance of 470.75 feet;

THENCE North 17° 41' 35" East a distance of 47.04 feet to a point on the south right of way line of Valencia Road;

THENCE along said south right of way line South 57° 35' 26" East a distance of 72.08 feet to a point on the east line of said west half of Section 17;

THENCE along said east line South 00° 03' 49" East a distance of 430.18 feet;

THENCE South 17° 53' 04" West a distance of 3374.16 feet to the beginning of a curve concave to the east having a radius of 1045.83 feet and a central angle of 68° 37' 43";

THENCE along the arc of said curve to the left a distance of 1252.69 feet to end of said curve;

THENCE South 50° 47' 14" East a distance of 435.88 feet to a point on the northeast right of way line of the Union Pacific Rail Road;

THENCE along said northeast right of way line North 56° 26' 18" West a distance of 1152.29 feet to a point on the west line of the northeast quarter of the northwest quarter of said Section 20;

THENCE along said west line North 00° 01' 33" West a distance of 440.89 feet to the POINT OF BEGINNING. Said parcel contains 23.92 acres, more or less.

## **5. ASSESSOR'S PARCEL NUMBER**

APN: 141-07-017

City of Tucson, Pima County, Arizona

## **6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

The Property is encumbered with two right-of-way easements for electrical transmission lines or communication facilities, a right-of-way easement for railroad crossing signals and an electric utility, and a right-of-way easement.

## **7. UTILITIES**

Electrical power is available at or near Valencia Road. The nearest water line is a 16" main located on the west side of Kolb Road, which would require an extension for development, and a large sewer line is located just south of the Union Pacific Railroad near the south boundary of the Property. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the

utility providers below for information on the availability of utilities.

### **Electricity:**

Tucson Electric Power (520) 623-7711

### **Natural Gas:**

Southwest Gas Corp. (800) 766-9722 or  
(520) 889-1888

### **Telephone:**

Qwest (800) 244-1111

### **Sewer:**

Pima County Waste Water (520) 740-6609

### **Water:**

Tucson Water Department (520) 791-3242

### **Solid Waste**

Waste Management (520) 744-2600

## **8. LEASE**

The Property is leased to Century Park Properties, LLC under the terms of a ground lease (USAF-ACC-FBNV-1-06-001) which expires on December 31, 2011. The lease may be terminated by the Lessor pursuant to Condition 7.3 on page 6 of the Lease. A copy of the Lease agreement is available for download at <https://propertydisposal.gsa.gov>.

# GENERAL TERMS OF SALE

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## 1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the U. S. General Services Administration, Office of Real Property Utilization and Disposal, and are believed to be correct. Any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

### Inspection Opportunities:

The Property may be inspected at anytime.

## 4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation,

warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

## 5. ZONING

The Property is subject to the jurisdiction of the City of Tucson Planning Department. It is zoned SR, restricted, low density residential zoning surrounded by industrial uses. The SR zoning is viewed as a holding zone since the Property is affected by Airport Environs Overlay Zoning. The Property is also affected by an Airport Environs Zone designed to protect persons and property within the environs of Davis-Monthan Air Force Base. Portions of the Property are affected by DMAFB Height Overlay Zone, which limits building heights on portions of the property to 280 and 300 feet. A Compatible Use Zone (CUZ-4) covers the entire property and limits interior noise levels of new noise-sensitive land uses, and accessory offices and indoor areas where the public is received to 45 LDN.

The Property is further affected by Joint Land Use Study Constraints that includes a NCZ-B Noise Control Zone B (S-26), which requires compliance with noise reductions standards. Compatible uses for this noise district include a variety of commercial and industrial uses.

The Property is also affected by an ADC-2 Approach-Departure Corridor 2/Accident Potential Zone. This zone recommends non-residential uses, primarily industrial, which have a relatively low employment density. ADC2 is strictly limited to rail lines, wholesale trade and distribution, manufacturing and industrial processing, communications facilities, utilities and outdoor recreation.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the

zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information, please contact:

City of Tucson Planning Department  
(520) 837-4955

## **6. CONTRACT**

The IFB and the bid, whether as an initial written bid or a bid placed online, when accepted by the Government, shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

## **7. TAXES AND CLOSING COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

## **8. RISK OF LOSS**

a) As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b) In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **10. GOVERNMENT LIABILITY**

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is

encouraged to acquire a title insurance policy from a local title company.

### **13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The Government shall set a sale closing date of sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

### **14. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve

Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

### **15. SALE AND CONVEYANCE**

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

### **16. DOCUMENTARY STAMPS AND COST OF RECORDING**

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

GSA Office of Real Property Utilization and Disposal (9PZ)  
450 Golden Gate Avenue, 4th Floor East  
San Francisco, California 94102-3434  
Attn: Rock A. Southward, Realty Officer

### **17. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services

Administration employees are prohibited from bidding on the Property offered in the IFB.

## **18. ADDITIONAL INFORMATION**

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the Property information at <https://propertydisposal.gsa.gov>.

## **19. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.



# INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on Monday, March 1, 2010 at 9:00 A.M. (Pacific Time).

## 2. TYPE OF SALE

This sale will be an online auction conducted at [www.auctionrp.com](http://www.auctionrp.com) and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at [www.auctionrp.com](http://www.auctionrp.com), with at least three business days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

## 4. MINIMUM OPENING BID

The minimum opening bid is Five Hundred Thousand Dollars (\$500,000.00). The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at [www.auctionrp.com](http://www.auctionrp.com).

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and

certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A Registration Deposit in the amount of \$25,000.00 must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card information (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Deposits by credit card may be initiated over the Internet by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon verification of your registration deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Utilization and Disposal (9PZ)  
450 Golden Gate Avenue, 4th Floor East  
San Francisco, California 94102-3434  
Attn: Rock A. Southward, Realty Officer

Your initial written bid is a binding offer. Only upon receipt of your Bidder Registration and Bid Form for Purchase of Government Property and Registration Deposit by Credit Card (if applicable) will you be authorized to bid online.



c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or **lesser** amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, **and** the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

## 6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & \* ( ). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID will be used to identify the bidders at [www.auctionrp.com](http://www.auctionrp.com). In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

## 7. BIDDING IN GENERAL

a) Registered bidders may increase their initial written bids, or place an initial online bid by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your bid is a binding offer. You will be legally obligated for

your initial written bid and any and all bids submitted using your User ID and password.

b) Bids received through [www.auctionrp.com](http://www.auctionrp.com) are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at [www.auctionrp.com](http://www.auctionrp.com). The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

## 8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at [www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received.

Bidders will be notified via [www.auctionrp.com](http://www.auctionrp.com) when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 1-888- 472-5263 (GSA-LAND), ext. 3431 or ext. 3437. Bidders are urged to pay close attention to [www.auctionrp.com](http://www.auctionrp.com) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least \$50,000.00 more than the previous high bid in order to be considered. The Government reserves the right to modify the bid

increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at [www.auctionrp.com](http://www.auctionrp.com).

#### **10. CALL FOR FINAL BIDS**

The Government will announce a date for the receipt of final bids. That date will be announced at [www.auctionrp.com](http://www.auctionrp.com). On that date, if no increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

#### **11. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

#### **12. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

#### **13. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The

Government reserves the right to reject any or all bids or portions thereof for any reason.

#### **14. HIGH BIDDER DETERMINATION**

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

#### **15. AUCTION SUSPENSION**

The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein.

#### **16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS**

Within ten calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid and forfeiture of Registration Deposit.

Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within 60 calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a

Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit.

Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete.

## **17. BACK-UP BIDDER**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the first high bidder has increased their initial Registration Deposit to the required ten percent (10%) of the purchase price. Subsequently the Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

## **18. ONLINE BIDDING**

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.

- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures, etc.

If your bid is not accurately shown or you can not enter a bid at [www.auctionrp.com](http://www.auctionrp.com) then you should call GSA at 888-472-5263 (GSA-LAND) ext. 3431 or 3437 for assistance.

## **19. BID EXECUTED ON BEHALF OF BIDDER**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

# NOTICES AND COVENANTS

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The following Notice will be inserted in the Quitclaim Deed.

## **1. FEDERAL AVIATION ADMINISTRATION**

The Federal Aviation Administration (FAA) has been apprised of the proposed disposal of the Property and since the Property is within six nautical miles of an airport the Government's quitclaim deed shall contain a provision that will stipulate that the Grantee, its successors and assigns and every successor in interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.



# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

**Tucson Railroad Spur  
South of 7560 East Valencia Road  
Tucson, Arizona 85747**

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (9PZ)  
450 Golden Gate Avenue, 4th Floor East  
San Francisco, CA 94102-3434  
Attn: Rock A. Southward

**REGISTRATION DEPOSIT: \$25,000.00**

**PROPERTY CODE 185**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within 90 calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PZ-2010-185, including its Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [www.auctionrp.com](http://www.auctionrp.com).

INITIAL BID AMOUNT: \$ \_\_\_\_\_

BID AMOUNT SPELLED OUT: \_\_\_\_\_

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 11, Paragraph 19, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability company \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# **CERTIFICATE OF CORPORATE BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Property  
see Page 11, Paragraph 19, Bid Executed On Behalf Of Bidder for instructions)

**Tucson Railroad Spur  
South of 7560 East Valencia Road  
Tucson, Arizona 85747**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then  
\_\_\_\_\_ of said Corporation; that said bid was duly signed for  
(Official Title)

and on behalf of said Corporation by authority of its governing body and is within the scope of its  
corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

(Corporate Seal Here)

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

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South of 7560 East Valencia Road  
Tucson, Arizona 85747**

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INITIAL BID AMOUNT: \$ \_\_\_\_\_

BID AMOUNT SPELLED OUT: \_\_\_\_\_

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 11, Paragraph 19, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability company \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# **CERTIFICATE OF CORPORATE BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Property  
see Page 11, Paragraph 19, Bid Executed On Behalf Of Bidder for instructions)

**Tucson Railroad Spur  
South of 7560 East Valencia Road  
Tucson, Arizona 85747**

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(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then  
\_\_\_\_\_ of said Corporation; that said bid was duly signed for  
(Official Title)

and on behalf of said Corporation by authority of its governing body and is within the scope of its  
corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

(Corporate Seal Here)



# REGISTRATION DEPOSIT BY CREDIT CARD

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**Tucson Railroad Spur  
South of 7560 East Valencia Road  
Tucson, Arizona 85747**

**PROPERTY CODE 185**

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Real Property Utilization and  
Disposal (9PZ)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: Rock A. Southward

**THIS FORM MAY BE SUBMITTED BY FAX:  
(415) 436-7402**

**REGISTRATION DEPOSIT: \$25,000.00**

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Instructions to Bidders, Pages 8 thru 11, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check type of credit card to be charged: ☐ Visa ☐ MasterCard  
☐ Discover ☐ American Express

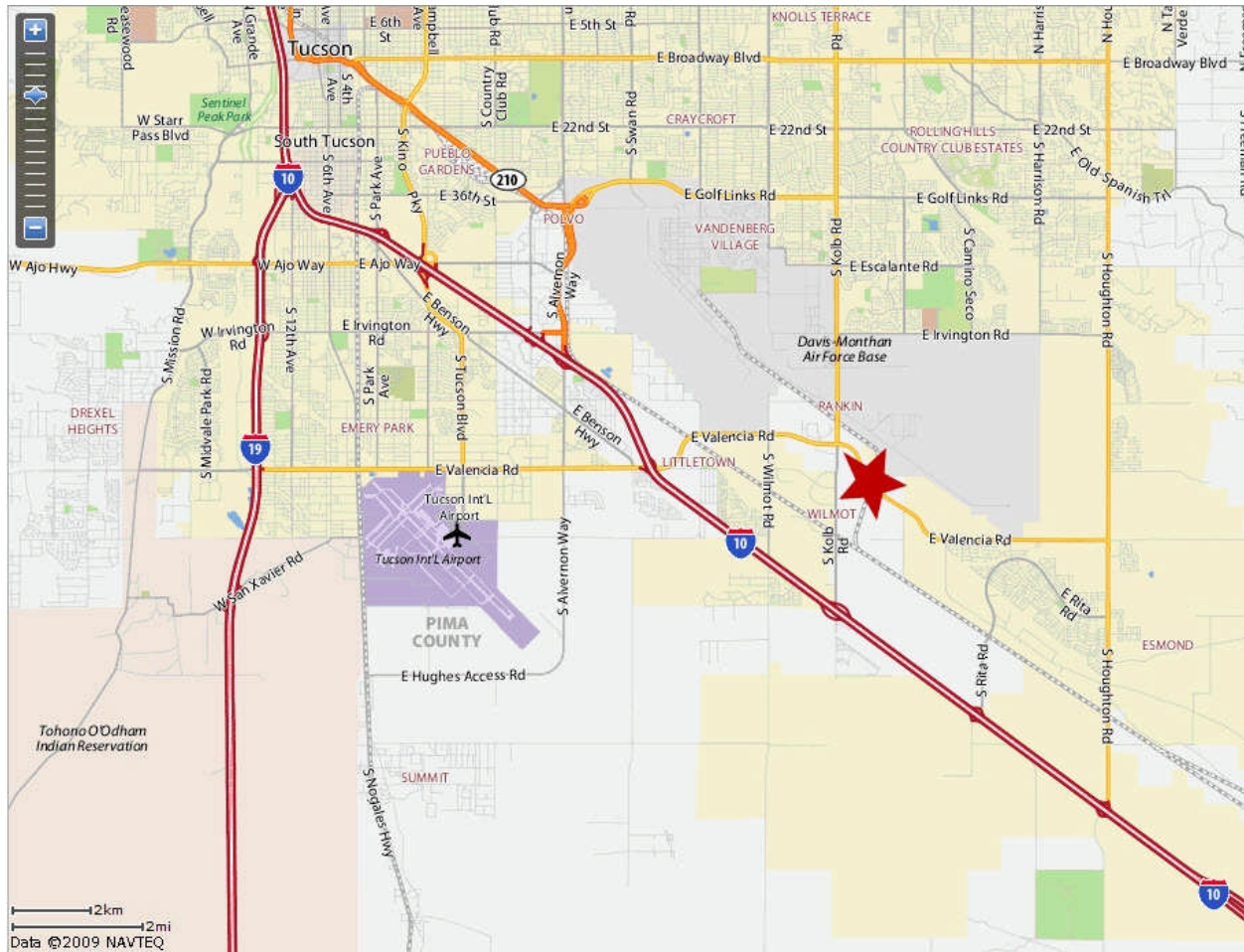
Name as it appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

CSC Code \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Location Map: 7560 E. Valencia Road, Tucson, Arizona 85747

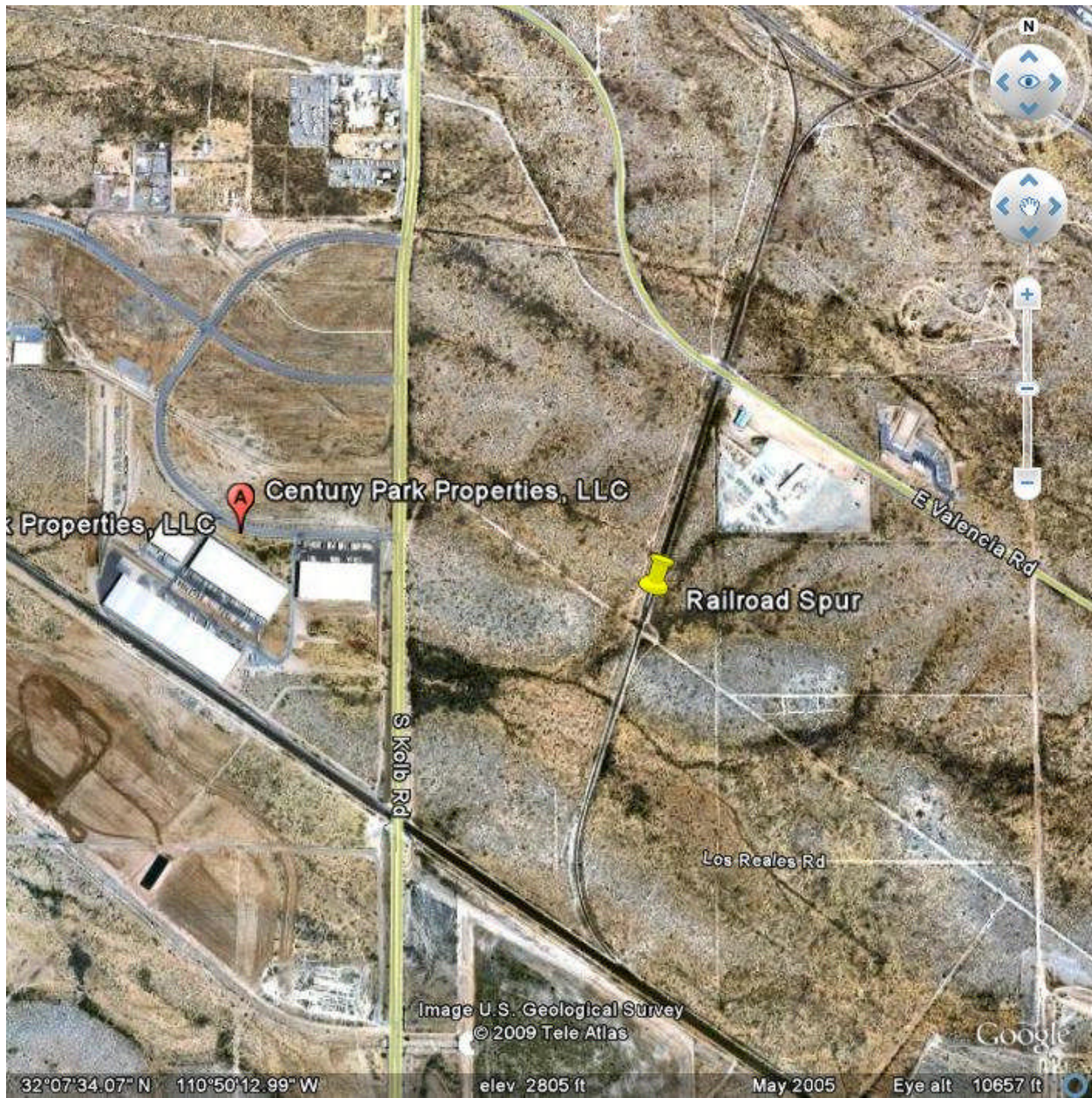
Notes:



Tucson Railroad Spur – southward view from 7560 E. Valencia Road







Tucson RR Spur Satellite Photo